

## *Tentative Agreement*

1                   **UNIVERSITY OF OREGON COUNTERPROPOSAL (11/21/2024)**

2                    UNITED ACADEMICS COUNTERPROPOSAL (8/26/2024)

3                    UNIVERSITY OF OREGON COUNTERPROPOSAL (8/13/2024)

4                    UNITED ACADEMICS COUNTERPROPOSAL (7/15/2024)

5                    UNIVERSITY OF OREGON COUNTERPROPOSAL (7/2/2024)

6                    UNITED ACADEMICS COUNTERPROPOSAL (6/13/2024)

7                    UNIVERSITY OF OREGON COUNTERPROPOSAL (5/23/2024)

8                    UNITED ACADEMICS COUNTERPROPOSAL (5/16/2024)

9                    UNIVERSITY OF OREGON COUNTERPROPOSAL (4/18/2024)

10                  UNITED ACADEMICS COUNTERPROPOSAL (4/4/2024)

11                  UNIVERSITY OF OREGON COUNTERPROPOSAL (2/15/2024)

12                  UNITED ACADEMICS PROPOSAL (2/1/2024)

### **Document Key**

15                  UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored

## **ARTICLE 12. FACILITIES AND SUPPORT**

19                  **Section 1.** The University shall provide bargaining unit faculty members with facilities,  
20                  equipment, and services necessary for the performance of their job duties and conducive to  
21                  performing their duties in a professional atmosphere. ~~Services include all areas that fall under the~~  
22                  ~~supervision of the Senior Vice President of Finance and Administration and Chief Financial~~  
23                  ~~Officer and the Office of the Vice President of Research and Innovation. Performance, review,~~  
24                  ~~and promotion processes, as well as bridge funding decisions, shall account for any lack of~~  
25                  ~~facilities, equipment, or services that negatively affected a bargaining unit member's ability to~~  
26                  ~~carry out those professional responsibilities. In the event that a lack of facilities, equipment, or~~  
27                  ~~services prevents a faculty member from carrying out specific professional responsibilities, such~~  
28                  ~~impacts will be accounted for as part of performance and promotion reviews during the relevant~~  
29                  ~~time frame provided that the faculty member notified their supervisor or unit head of the issue~~  
30                  ~~with as much advance notice as practicable in the circumstances.~~

32                  ~~[Accepting strike out in lines 18-22, pending acceptance of the following language in Article 20,~~  
33                  ~~General Review Provisions: "Performance reviews shall consider any lack of resources~~  
34                  ~~necessary to the performance of professional responsibilities that were identified in previous~~  
35                  ~~workload discussions"]~~

37                  **Section 2.** The University shall provide instructional faculty with a university email address, a  
38                  mailbox, access to a telephone number and voicemail, reasonable office space and desk space,  
39                  and reasonable access to storage space in an office or similar location that locks, a printer, a  
40                  copier, private space for meeting with students (which need not be dedicated for this purpose),  
41                  and access to electronic course management systems. All of the spaces, systems and equipment  
42                  (except email and mailboxes) listed in this section may be shared.

44                  The parties agree that reasonable office and desk space depends on the particular circumstances,  
45                  including but not limited to: the space available to the department or unit; the other priorities for  
46                  the use of the space; the FTE, schedule, and nature of the work of the bargaining unit faculty

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47 member; and the bargaining unit faculty member's actual use of office and desk space. The  
48 University's decision on how to allocate such space will be given deference. If an arbitrator  
49 determines that a bargaining unit faculty member's assigned office or desk space is  
50 unreasonable, they will remand to the University to find an alternative that meets the standard of  
51 this Section. The arbitrator cannot order that the University's physical space be used in any  
52 particular way or that a bargaining unit faculty member be provided with any particular space.

53  
54 **Section 3.** The University shall provide research faculty with a university email address, a  
55 mailbox, a telephone number and voicemail, and appropriate workspace. All of the spaces,  
56 systems and equipment (except email and mailboxes) listed in this section may be shared.

57  
58 **Section 4.** Bargaining unit faculty members shall have the right to access their work facilities  
59 when needed for the performance of their professional responsibilities. However, this shall not  
60 preclude the University from restricting access when necessary for university operations or in  
61 case of emergency.

62  
63 **Section 5.** A bargaining unit faculty member who complies with the university's processes and  
64 deadlines around the assignment of classroom space shall be provided one classroom for the  
65 duration of a class period.

- 66
- 67 a. Exceptions shall be made for pedagogical reasons or in cases of emergency.
  - 68
  - 69 b. A bargaining unit faculty member has the right to discuss with their supervisor  
70 preferences for, or concerns about, specific classrooms before assignments are made.
  - 71
  - 72 c. Bargaining unit faculty members will be provided with classroom space sufficient to seat  
73 the maximum enrollment established at the time the course is opened for student  
74 registration.
  - 75
  - 76 d. Assigned classrooms will have the technology identified as necessary by the bargaining  
77 unit faculty member and approved by the University at the time the course is opened for  
78 student registration. Reasonable technological support will be made available to all  
79 bargaining unit faculty members.
  - 80
  - 81 e. The University may change a classroom assignment if a classroom is determined to be  
82 inaccessible for a student or employee. A bargaining unit faculty member should notify  
83 the Office of the Registrar as soon as they identify a barrier for any member of a class to  
84 or within a classroom. The University will comply with all applicable laws regarding  
85 disabilities and access for bargaining unit faculty members.
  - 86

87 **Section 6.** Bargaining unit faculty members may report workspace temperature **or air quality**  
88 concerns and classroom supply needs to their department, program, **academic support unit**, or  
89 unit administrative support. If conditions in a classroom interfere with the learning environment  
90 **or conditions in a an office or other workspace prevents significantly impedes** work from being  
91 accomplished, the faculty will report the problem as soon as possible. If the conditions are  
92 verified by the UO Environmental Health and Safety Department to be extreme enough to

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93 prevent ~~significantly affect~~ work from being accomplished and the problem with the space is not  
94 mitigated by the next class meeting or use of the space, the class or work will be assigned a  
95 different room or space until the problem is addressed.

96  
97 ~~Upon request, if temperatures or air quality in a particular workspace are not suitable for the~~  
98 ~~faculty member, adequate air filtration systems, air conditioning systems, and heating systems~~  
99 ~~shall be made available within 14 days.~~


100  
101 **Section 7.** All bargaining unit faculty members shall be assigned, and shall be expected to use  
102 for university purposes, a DuckID account with email, a UO ID Card, and free building keys  
103 and/or prox access where needed at least 15 days before the employment start date or as soon as  
104 practicable. Replacement costs for lost or damaged UO ID cards and/or building keys are the  
105 responsibility of the bargaining unit faculty member. Bargaining unit faculty members shall  
106 follow university procedures and provide requested information in order to obtain such services.

107  
108 All bargaining unit faculty members not terminated for cause and who have complied with terms  
109 of this Agreement and all policies applicable to the use of university email shall be provided  
110 access to a University of Oregon email account, DuckWeb, and university courseware for at least  
111 two terms after the end of their employment. The former bargaining unit faculty member must  
112 continue to comply with the terms of this Agreement and all policies applicable to the use of  
113 university information assets.

114  
115 ~~**Section 8.** The University shall comply with all laws regarding accessibility of web-based~~  
116 ~~communications. The University shall furnish appropriate aids and services to bargaining unit~~  
117 ~~faculty members with disabilities as required by law. In determining what type of auxiliary aid~~  
118 ~~and service is necessary, the University shall be responsive to the requests of the bargaining unit~~  
119 ~~faculty member with disabilities and initiate the interactive process within 14 days of the request.~~

120  
121 ~~**Section 9.** Upon request, if working conditions in a particular space are not suitable for the~~  
122 ~~faculty member, adequate air filtration systems, air conditioning systems, and heating systems~~  
123 ~~shall be made available within 7-14 days.~~

*Tentative Agreement (11/21/2024):*

  
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Nathan Whalen (Nov 22, 2024 11:17 PST) Nov 22, 2024  
*Nathan Whalen (United Academics)*

  
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Nov 22, 2024  
*Chris Meade (University of Oregon)*